

**UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: Emanuel R. Mori

Debtor

The Bank of New York Mellon, successor to The Bank of New York, not in its individual capacity but solely as Trustee on behalf of the holders of the CIT Mortgage Loan Trust, 2007-1 Asset-Backed Certificates, Series 2007-1

Movant

v.

Emanuel R. Mori

Respondent

and

Ronda J. Winnecour, Trustee

Additional Respondent

BK. NO. 18-21179 CMB

CHAPTER 13

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY**

**/s/ James C. Warmbrodt, Esquire**

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Attorney for Movant/Applicant

Date: March 31, 2020

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**MOTION OF The Bank of New York Mellon, successor to The Bank of New York, not in its individual capacity but solely as Trustee on behalf of the holders of the CIT Mortgage Loan Trust, 2007-1 Asset-Backed Certificates, Series 2007-1  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362 PURSUANT TO BANKRUPTCY PROCEDURE RULE 4001**

Movant, by its Attorney, KML Law Group, P.C., hereby requests a termination of the Automatic Stay and leave to foreclose on its mortgage on real property owned by Debtor.

1. Movant is The Bank of New York Mellon, successor to The Bank of New York, not in its individual capacity but solely as Trustee on behalf of the holders of the CIT Mortgage Loan Trust, 2007-1 Asset-Backed Certificates, Series 2007-1.

2. Debtor, Emanuel R. Mori, is the owner of the premises located at 4621 Carroll Street, Pittsburgh, PA 15224, hereinafter known as the mortgaged premises.

3. Movant is the holder of a mortgage, original principal amount of \$51,200.00 on the mortgaged premises that was executed on June 15, 2007. Said mortgage was recorded on July 10, 2007 at Book 3416, Page 246. The Mortgage was subsequently assigned to Movant by way of Assignment of Mortgage recorded on June 6, 2018, at Document No. 2018-36708 in Allegheny County. Documentation attached hereto as Exhibit A is provided in support of right to seek a lift of stay and foreclose if necessary.

4. Select Portfolio Servicing, Inc. services the loan on the property referenced in this Motion for Relief. In the event the automatic stay in this case is lifted/set aside, this case dismisses, and/or the debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of The Bank of New York Mellon, successor to The Bank of New York, not in its

individual capacity but solely as Trustee on behalf of the holders of the CIT Mortgage Loan Trust, 2007-1 Asset-Backed Certificates, Series 2007-1. Said entity has the right to foreclose by virtue of being the owner and holder of the note. The promissory note is either made payable to said entity or has been duly endorsed.

5. Movant has instituted or wishes to institute foreclosure proceedings on the mortgage because of Debtor's failure to make the monthly payment required thereunder.

6. As of March 10, 2020, the payoff amount due on the mortgage is \$42,768.37, of which the unpaid principal balance is \$41,932.27.

7. Debtor is currently delinquent in payments to the Chapter 13 Trustee in the amount of \$33,280.00.

8. Debtors' monthly post-petition payments to Movant are due in the amount of \$576.11 for the months of February 2020 through March 2020. As of March 10, 2020, the total post-petition delinquency, less suspense balance of \$244.45 is \$907.77.

9. Movant has cause to have the Automatic Stay terminated pursuant to 11 U.S.C. § 362(d).

10. This motion and the averments contained therein do not constitute a waiver by the Moving Party of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant respectfully requests that this Court enter an Order modifying the Automatic Stay under Section 362 with respect to the mortgaged premises as to permit Petitioner to foreclose on its mortgage and allow Movant or any other purchaser at Sheriff's Sale to take legal action for enforcement of its right to possession of said premises.

Date: March 31, 2020

/s/ James C. Warmbrodt, Esquire

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